

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
AT HUNTINGTON

TRANSCRIPT OF PROCEEDINGS

-----X
: IN RE: AMERICAN MEDICAL : CASE NO. 2:12-MD-2325
: SYSTEMS, INC., PELVIC REPAIR :
: SYSTEMS PRODUCTS LIABILITY :
: vs. :
: DANIEL CHRISTENSEN, MEDSTAR : October 10, 2013
: FUNDING, LC, :
: Subpoenaed Parties. :
: -----X

MOTIONS HEARING

BEFORE THE HONORABLE CHERYL A. EIFERT
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Subpoenaed Parties:

MR. JAMES S. CROCKETT, JR.
MR. ALEXANDER MACIA
Spilman, Thomas & Battle, PLLC
300 Kanawha Boulevard East
Charleston, WV 25301

EXHIBIT

A

tabbles

APPEARANCES (Continued):

For American Medical Systems, Inc:

MS. BARBARA R. BINIS

MS. RACHEL B. WEIL

Reed Smith, LLP

2500 One Liberty Place

1650 Market Street

Philadelphia, PA 19103

MR. MICHAEL J. FARRELL

Farrell, White & Legg, PLLC

P.O. Box 6457

Huntington, WV 25772-6457

For Plaintiffs:

MR. HENRY G. GARRARD, III

Blasingame, Burch, Garrard, Ashley, P.C.

P.O. Box 832

Athens, GA 30603

MS. AMY ESKIN

Levin Simes

353 Sacramento Street

Suite 2000

San Francisco, CA 94111

Court Reporter:

Lisa A. Cook, RPR-RMR-CRR-FCRR

Proceedings recorded by mechanical stenography; transcript produced by computer.

1 have actually been, been -- that we have sold or have been
2 paid for. I don't know how -- in the nine I can't tell you
3 if there are any in there, Judge. I wish I could.

4 THE COURT: Uh-huh.

5 MR. CROCKETT: But those are just as sensitive as
6 the contracts that show the financials.

7 THE COURT: Well, I would, I would assume some
8 portion of those contracts would be disclosable to AMS.
9 They -- they're not, as I understand it, interested in how
10 he prices his receivables or what percentage he pays and
11 what he gets in return and what -- I -- as I understood it,
12 you're not that interested --

13 MS. BINIS: Not at this stage, Your Honor. I do
14 not know if that would become relevant later, but I'm happy
15 to have that part redacted at the moment.

16 MS. WEIL: Your Honor, --

17 THE COURT: Yes.

18 MS. WEIL: -- another point that may or may not
19 make Mr. Christensen more comfortable with disclosing things
20 to us -- and Ms. Eskin can speak to this. Your Honor will
21 recall that when the plaintiffs withdrew their motion to
22 quash, they raised concerns about privacy. And I think Ms.
23 Eskin is going to talk about this later.

24 But we have had a conversation and we are working out
25 an agreement which is very similar to one we -- to which we

1 stipulated affecting documents that plaintiffs obtained
2 pursuant to their third-party subpoena.

3 THE COURT: Uh-huh.

4 MS. WEIL: And what that -- what -- plaintiffs are
5 going to be allowed to designate documents confidential or
6 highly confidential under this agreement, just as we are now
7 under PTO 76, for documents that come from our contractors
8 to them, and that we all are under PTO 13.

9 And we would be happy to talk about some sort of a
10 confidentiality agreement whereby the, Mr. Christensen could
11 execute an agreement with us which would allow them to
12 designate the documents confidential or highly confidential
13 and, therefore, limit the use that could be made of them.
14 Most particularly, they couldn't be used outside this
15 litigation.

16 And, so, the idea that they would be disclosed to
17 competitors and would have an anti-competitive effect would
18 hopefully be ameliorated.

19 MR. CROCKETT: I don't think that the litigation
20 forms the parameters of what is confidential to my client.
21 It's -- the business world --

22 THE COURT: Uh-huh.

23 MR. CROCKETT: -- is his problem. I propose --
24 what I would propose to do is to get the documents that
25 there isn't a problem with first.